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MEDICAL RESPONSE WEST

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA, FRESNO DIVISION

KELLY KJELSTROM,,

Plaintiff,

V.

AMERICAN MEDICAL RESPONSE
WEST, a California Corporation, and
DOES 1 through 30, inclusive.

Defendants.

Case No. 1:22-CV-00513-JLT-BAM

STIPULATED PROTECTIVE ORDER

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5 Attorneys for Plaintiff
6 KELLY KJELSTROM
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1 **IT IS HEREBY STIPULATED** by and between the parties to *Kelly Kjelstrom*
2 *v. American Medical Response West*, Plaintiff KELLY KJELSTROM (“Plaintiff” or
3 “Kjelstrom”) and AMERICAN MEDICAL RESPONSE WEST (“Defendant” or
4 “AMR”) (collectively, the “Parties”) by and through their respective counsel of
5 record, that in order to facilitate the exchange of information and documents which
6 may be subject to confidentiality limitations on disclosure due to federal laws, state
7 laws, and privacy rights, the Parties stipulate as follows:

8 **1. PURPOSES AND LIMITATIONS**

9 As the parties have represented that discovery in this action is likely to involve
10 production of confidential, proprietary, or private information for which special
11 protection from public disclosure and from use for any purpose other than prosecuting
12 this litigation may be warranted, this Court enters the following Protective Order.
13 This Order does not confer blanket protections on all disclosures or responses to
14 discovery. The protection it affords from public disclosure and use extends only to
15 the limited information or items that are entitled to confidential treatment under the
16 applicable legal principles. Further, as set forth in Section 12.3, below, this Protective
17 Order does not entitle the parties to file confidential information under seal. Rather,
18 when the parties seek permission from the court to file material under seal, the parties
19 must comply with Civil Local Rule 141 and with any pertinent orders of the assigned
20 District Judge and Magistrate Judge.

21 **B. GOOD CAUSE STATEMENT**

22 This action is likely to involve disclosure of Defendant’s trade secrets,
23 development, commercial, financial, technical and/or proprietary information
24 for which special protection from public disclosure and from use for any
25 purpose other than prosecution of this action is warranted. Further, this action is
26 likely to involve disclosure of private and/or personally identifiable information of
27 third parties. Further, this action is likely to involve disclosure of private and or
28 personally identifiable information of Plaintiff, including medical and

1 psychotherapeutic records and information. Such confidential, proprietary , or
2 private materials and information consist of, among other things, confidential
3 business or financial information, information regarding confidential business
4 practices, or other confidential research, development, or commercial information
5 (including information implicating privacy rights of third parties), information
6 otherwise generally unavailable to the public, or which maybe privileged, private, or
7 otherwise protected from disclosure under state or federal statutes, court rules,
8 case decisions, or common law.

9 Accordingly, in light of the nature of the claims and allegations in this case
10 and the Parties' representations that discovery in this case will involve the
11 production of confidential records, and in order to expedite the flow of information,
12 to facilitate the prompt resolution of disputes over confidentiality of discovery
13 materials, to adequately protect information the Parties are entitled to keep
14 confidential, to ensure that the parties are permitted reasonable necessary uses of
15 such material in connection with this action, to address their handling of such
16 material at the end of the litigation, and to serve the ends of justice, a protective
17 order for such information is justified in this matter. The Parties shall not designate
18 any information/documents as confidential without a good faith belief that such
19 information/documents have been maintained in a confidential, non-public manner,
20 and that there is good cause or a compelling reason why it should not be part of the
21 public record of this case.

22 **2. DEFINITIONS**

23 **2.1 Action:** The instant action: *Kelly Kjelstrom v. American Medical*
24 *Response West* (Case No. 1:22-CV-00513-JLT-BAM).

25 **2.2 Challenging Party:** a Party or Non-Party that challenges the
26 designation of information or items under this Order.

27 **2.3 “CONFIDENTIAL” Information or Items:** information (regardless of
28 how it is generated, stored or maintained) or tangible things that qualify for

1 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
2 the Good Cause Statement.

3 2.4 "HIGHLY CONFIDENTIAL -- ATTORNEYS' EYES ONLY"

4 Information or Items: extremely sensitive "CONFIDENTIAL" Information or
5 Items, the disclosure of which to another Party or Non-Party would create a
6 substantial risk of serious harm that could not be avoided by less restrictive means.

7 2.5 Counsel: Outside Counsel of Record and House Counsel (as well as
8 their support staff).

9 2.6 Designating Party: a Party or Non-Party that designates information or
10 items that it produces in disclosures or in responses to discovery as
11 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL -- ATTORNEYS' EYES
12 ONLY."

13 2.7 Disclosure or Discovery Material: all items or information, regardless
14 of the medium or manner in which it is generated, stored, or maintained (including,
15 among other things, testimony, transcripts, and tangible things), that are produced or
16 generated in disclosures or responses to discovery in this matter.

17 2.8 Expert: a person with specialized knowledge or experience in a matter
18 pertinent to the litigation who has been retained by a Party or its counsel to serve as
19 an expert witness or as a consultant in this Action.

20 2.9 House Counsel: attorneys who are employees of a party to this Action.
21 House Counsel does not include Outside Counsel of Record or any other outside
22 counsel.

23 2.10 Non-Party: any natural person, partnership, corporation, association, or
24 other legal entity not named as a Party to this action.

25 2.11 Outside Counsel of Record: attorneys who are not employees of a
26 party to this Action but are retained to represent or advise a party to this Action and
27 have appeared in this Action on behalf of that party or are affiliated with a law firm
28 which has appeared on behalf of that party, and includes support staff.

1 2.12 Party: any party to this Action, including all of its officers, directors,
2 employees, consultants, retained experts, and Outside Counsel of Record (and their
3 support staffs).

4 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
5 Discovery Material in this Action.

6 2.14 Professional Vendors: persons or entities that provide litigation
7 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
8 demonstrations, and organizing, storing, or retrieving data in any form or medium)
9 and their employees and subcontractors.

10 2.15 Protected Material: any Disclosure or Discovery Material that is
11 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL --
12 ATTORNEYS’ EYES ONLY.”

13 2.16 Receiving Party: a Party that receives Disclosure or Discovery
14 Material from a Producing Party.

15 3. SCOPE

16 The protections conferred by this Order cover not only Protected Material (as
17 defined above), but also (1) any information copied or extracted from Protected
18 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material;
19 and (3) any deposition testimony, conversations, or presentations by Parties or their
20 Counsel that might reveal Protected Material, other than during a court hearing or at
21 trial.

22 Any use of Protected Material during a court hearing or at trial shall be
23 governed by the orders of the presiding judge. This Order does not govern the use
24 of Protected Material during a court hearing or at trial.

25 4. DURATION

26 Even after final disposition of this litigation, the confidentiality obligations
27 imposed by this Order shall remain in effect until a Designating Party agrees
28 otherwise in writing or a court order otherwise directs. Final disposition shall be

1 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with
2 or without prejudice; and (2) final judgment herein after the completion and
3 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
4 including the time limits for filing any motions or applications for extension of time
5 pursuant to applicable law.

6 **5. DESIGNATING PROTECTED MATERIAL**

7 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

8 Each Party or Non-Party that designates information or items for protection under
9 this Order must take care to limit any such designation to specific material that
10 qualifies under the appropriate standards. The Designating Party must designate for
11 protection only those parts of material, documents, items, or oral or written
12 communications that qualify so that other portions of the material, documents,
13 items, or communications for which protection is not warranted are not swept
14 unjustifiably within the ambit of this Order.

15 Mass, indiscriminate, or routinized designations are prohibited. Designations
16 that are shown to be clearly unjustified or that have been made for an improper
17 purpose (e.g., to unnecessarily encumber the case development process or to impose
18 unnecessary expenses and burdens on other parties) may expose the Designating
19 Party to sanctions.

20 If it comes to a Designating Party's attention that information or items that it
21 designated for protection do not qualify for protection, that Designating Party must
22 promptly notify all other Parties that it is withdrawing the inapplicable designation.

23 **5.2 Manner and Timing of Designations.** Except as otherwise provided in
24 this Order (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise
25 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
26 under this Order must be clearly so designated before the material is disclosed or
27 produced.

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1 Designation in conformity with this Order requires:

2 (a) for information in documentary form (e.g., paper or electronic
3 documents, but excluding transcripts of depositions), that the Producing Party affix
4 at a minimum, the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL --
5 ATTORNEYS’ EYES ONLY” to each page that contains protected material. If
6 only a portion or portions of the material on a page qualifies for protection, the
7 Producing Party also must clearly identify the protected portion(s) (e.g., by making
8 appropriate markings in the margins).

9 A Party or Non-Party that makes original documents available for inspection
10 need not designate them for protection until after the inspecting Party has indicated
11 which documents it would like copied and produced. During the inspection and
12 before the designation, all of the material made available for inspection shall be
13 deemed “CONFIDENTIAL.” After the inspecting Party has identified the
14 documents it wants copied and produced, the Producing Party must determine which
15 documents, or portions thereof, qualify for protection under this Order. Then,
16 before producing the specified documents, the Producing Party must affix the
17 “CONFIDENTIAL”, or “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES
18 ONLY” legend to each page that contains Protected Material. If only a portion or
19 portions of the material on a page qualifies for protection, the Producing Party also
20 must clearly identify the protected portion(s) (e.g., by making appropriate markings
21 in the margins).

22 (b) for testimony given in depositions that the Designating Party identifies
23 on the record, before the close of the deposition as protected testimony.

24 (c) for testimony given in depositions that the Designating Party identifies
25 in writing within 30 days of receipt of the transcript from the court reporter.

26 (d) for information produced in some form other than documentary and for
27 any other tangible items, that the Producing Party affix in a prominent place on the
28 exterior of the container or containers in which the information is stored the legend

1 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES
2 ONLY.” If only a portion or portions of the information warrants protection, the
3 Producing Party, to the extent practicable, shall identify the protected portion(s).

4 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
5 failure to designate qualified information or items does not, standing alone, waive
6 the Designating Party’s right to secure protection under this Order for such material.
7 Upon timely correction of a designation, the Receiving Party must make reasonable
8 efforts to assure that the material is treated in accordance with the provisions of this
9 Order.

10 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

11 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
12 designation of confidentiality at any time that is consistent with the Court’s
13 Scheduling Order.

14 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
15 resolution process under Local Rule 251.

16 6.3 The burden of persuasion in any such challenge proceeding shall be on
17 the Designating Party. Frivolous challenges, and those made for an improper
18 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
19 parties) may expose the Challenging Party to sanctions. Unless the Designating
20 Party has waived or withdrawn the confidentiality designation, all parties shall
21 continue to afford the material in question the level of protection to which it is
22 entitled under the Producing Party’s designation until the Court rules on the
23 challenge.

24 7. ACCESS TO AND USE OF PROTECTED MATERIAL

25 7.1 Basic Principles. A Receiving Party may use Protected Material that is
26 disclosed or produced by another Party or by a Non-Party in connection with this
27 Action only for prosecuting, defending, or attempting to settle this Action. Such
28 Protected Material may be disclosed only to the categories of persons and under the

1 conditions described in this Order. When the Action has been terminated, a
2 Receiving Party must comply with the provisions of Section 13 below. Protected
3 Material must be stored and maintained by a Receiving Party at a location and in a
4 secure manner that ensures that access is limited to the persons authorized under this
5 Order.

6 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
7 otherwise ordered by the court or permitted in writing by the Designating Party, a
8 Receiving Party may disclose any information or item designated
9 “CONFIDENTIAL” only to:

10 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well
11 as employees of said Outside Counsel of Record to whom it is reasonably necessary
12 to disclose the information for this Action;

13 (b) the officers, directors, and employees (including House Counsel) of the
14 Receiving Party to whom disclosure is reasonably necessary for this Action;

15 (c) Experts (as defined in this Order) of the Receiving Party to whom
16 disclosure is reasonably necessary for this Action and who have signed the
17 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

18 (d) the court and its personnel;

19 (e) private court reporters and their staff to whom disclosure is reasonably
20 necessary for this Action and who have signed the “Acknowledgment and
21 Agreement to Be Bound” (Exhibit A);

22 (f) professional jury or trial consultants, mock jurors, and Professional
23 Vendors to whom disclosure is reasonably necessary for this Action and who have
24 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

25 (g) the author or recipient of a document containing the information or a
26 custodian or other person who otherwise possessed or knew the information;

27 (h) during their depositions, witnesses, and attorneys for witnesses, in the
28 Action to whom disclosure is reasonably necessary provided: (1) the deposing party

1 requests that the witness sign the “Acknowledgment and Agreement to Be Bound”
2 (Exhibit A); and (2) they will not be permitted to keep any confidential information
3 unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A),
4 unless otherwise agreed by the Designating Party or ordered by the court. Pages of
5 transcribed deposition testimony or exhibits to depositions that reveal Protected
6 Material may be separately bound by the court reporter and may not be disclosed to
7 anyone except as permitted under this Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

10 || 7.3 Disclosure of "HIGHLY CONFIDENTIAL -- ATTORNEYS' EYES"

11 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in
12 writing by the Designating Party, a Receiving Party may disclose any information or
13 item designated “HIGHLY CONFIDENTIAL” only to:

14 (a) the Receiving Party's Outside Counsel of Record in this Action, as well
15 as employees of said Outside Counsel of Record to whom it is reasonably necessary
16 to disclose the information for this Action;

17 (b) Experts (as defined in this Order) of the Receiving Party to whom
18 disclosure is reasonably necessary for this Action and who have signed the
19 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

20 (c) the court and its personnel;

21 (d) private court reporters and their staff to whom disclosure is reasonably
22 necessary for this Action and who have signed the “Acknowledgment and
23 Agreement to Be Bound” (Exhibit A);

24 (e) professional jury or trial consultants, mock jurors, and Professional
25 Vendors to whom disclosure is reasonably necessary for this Action and who have
26 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

27 (f) the author or recipient of a document containing the information or a
28 custodian or other person who otherwise possessed or knew the information; and

(g) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order unless prohibited by law;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission, or unless otherwise required by the law or court order. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

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1 9. **A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**
2 **PRODUCED IN THIS LITIGATION**

3 (a) The terms of this Order are applicable to information produced by a
4 Non-Party in this Action and designated as "CONFIDENTIAL" or "HIGHLY
5 CONFIDENTIAL -- ATTORNEYS' EYES ONLY." Such information produced by
6 Non-Parties in connection with this litigation is protected by the remedies and relief
7 provided by this Order. Nothing in these provisions should be construed as
8 prohibiting a Non-Party from seeking additional protections.

9 (b) In the event that a Party is required, by a valid discovery request, to
10 produce a Non-Party's confidential information in its possession, and the Party is
11 subject to an agreement with the Non-Party not to produce the Non-Party's
12 confidential information, then the Party shall:

13 (1) promptly notify in writing the Requesting Party and the Non-Party
14 that some or all of the information requested is subject to a
15 confidentiality agreement with a Non-Party;
16 (2) promptly provide the Non-Party with a copy of the Protective Order
17 in this Action, the relevant discovery request(s), and a reasonably
18 specific description of the information requested; and
19 (3) make the information requested available for inspection by the Non-
20 Party, if requested.

21 (c) If a Non-Party represented by counsel fails to commence the process
22 called for by Local Rule 251 within 14 days of receiving the notice and
23 accompanying information or fails contemporaneously to notify the Receiving Party
24 that it has done so, the Receiving Party may produce the Non-Party's confidential
25 information responsive to the discovery request. If an unrepresented Non-Party fails
26 to seek a protective order from this court within 14 days of receiving the notice and
27 accompanying information, the Receiving Party may produce the Non-Party's
28 confidential information responsive to the discovery request. If the Non-Party

1 timely seeks a protective order, the Receiving Party shall not produce any
2 information in its possession or control that is subject to the confidentiality
3 agreement with the Non-Party before a determination by the court unless otherwise
4 required by the law or court order. Absent a court order to the contrary, the Non-
5 Party shall bear the burden and expense of seeking protection in this court of its
6 Protected Material.

7 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

8 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
9 Protected Material to any person or in any circumstance not authorized under this
10 Protective Order, the Receiving Party must immediately (a) notify in writing the
11 Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve
12 all unauthorized copies of the Protected Material, (c) inform the person or persons to
13 whom unauthorized disclosures were made of all the terms of this Order, and (d)
14 request such person or persons to execute the “Acknowledgment and Agreement to
15 Be Bound” (Exhibit A).

16 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
17 **PROTECTED MATERIAL**

18 When a Producing Party gives notice to Receiving Parties that certain
19 inadvertently produced material is subject to a claim of privilege or other protection,
20 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
21 Procedure 26(b)(5)(B). This provision is not intended to modify whatever
22 procedure may be established in an e-discovery order that provides for production
23 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and
24 (e), insofar as the parties reach an agreement on the effect of disclosure of a
25 communication or information covered by the attorney-client privilege or work
26 product protection, the parties may incorporate their agreement into this Protective
27 Order.

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12. **MISCELLANEOUS**

12.1 **Right to Further Relief.** Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

12.2 **Right to Assert Other Objections.** No Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

12.3 **Filing Protected Material.** A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 141 and with any pertinent orders of the assigned District Judge and Magistrate Judge. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party's request to file Protected Material under seal is denied by the court, then the Receiving Party may file the information in the public record unless otherwise instructed by the court.

13. **FINAL DISPOSITION**

After the final disposition of this Action, as defined in Section 4, within 60 days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to

1 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing
2 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
3 reports, attorney work product, and consultant and expert work product, even if such
4 materials contain Protected Material. Any such archival copies that contain or
5 constitute Protected Material remain subject to this Protective Order as set forth in
6 Section 4.

7 14. Any violation of this Order may be punished by any and all appropriate
8 measures including, without limitation, contempt proceedings and/or monetary
9 sanctions.

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11
12 Dated: February 20, 2024

BROCK & GONZALES, LLP

13 By: 

14 D. Aaron Brock, Esq.
15 Christopher P. Brandes, Esq.
16 Bianca M. Dulgheru, Esq.
17 Attorneys for Plaintiff KELLY
18 KJELSTROM

19 Dated: February 20, 2024

PAYNE & FEARS LLP

20 By: 

21 Daniel F. Fears, Esq.
22 Attorney for Defendant AMERICAN
23 MEDICAL RESPONSE WEST

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1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3
4 I, _____ [print or type full name], of
5 _____ [print or type full address], declare under penalty of perjury that
6 I have read in its entirety and understand the Protective Order that was issued by the
7 United States District Court for the Eastern District of California on
8 _____ in the case of *Kelly Kjelstrom v. American Medical*
9 *Response West* (Case No. 1:22-CV-00513-JLT-BAM). I agree to comply with and to
10 be bound by all the terms of this Protective Order and I understand and acknowledge
11 that failure to so comply could expose me to sanctions and punishment in the nature
12 of contempt. I solemnly promise that I will not disclose in any manner any information
13 or item that is subject to this Protective Order to any person or entity except in strict
14 compliance with the provisions of this Order.

15 I further agree to submit to the jurisdiction of the United States District Court
16 for the Eastern District of California for the purpose of enforcing the terms of this
17 Protective Order, even if such enforcement proceedings occur after termination of this
18 action. I hereby appoint _____ [print or type full name] of
19 _____ [print or type full address and
20 telephone number] as my California agent for service of process in connection with
21 this action or any proceedings related to enforcement of this Protective Order.

22 Date: _____

23 City and State where sworn and signed: _____

24 Printed name: _____

25 Signature: _____

PROOF OF SERVICE

**Kelly Kjelstrom v. American Medical Response West
1:22-CV-00513-JLT-BAM
USDC Eastern Division**

STATE OF CALIFORNIA, COUNTY OF ORANGE

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Orange, State of California. My business address is 4 Park Plaza, Suite 1100, Irvine, CA 92614.

On February 23, 2024, I served true copies of the following document(s) described as **STIPULATED PROTECTIVE ORDER** on the interested parties in this action as follows:

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Attorneys for Plaintiff KELLY
KJELSTROM

BY E-MAIL OR ELECTRONIC TRANSMISSION: I caused a copy of the document(s) to be sent from e-mail address lvelasquez@paynefears.com to the persons at the e-mail addresses listed above.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on February 23, 2024, at Irvine, California.

/s/ Lina C. Velasquez
Lina C. Velasquez

ORDER

Having considered the above stipulation and finding good cause, the Court adopts the signed stipulated protective order.

The parties are advised that pursuant to the Local Rules of the United States District Court, Eastern District of California, any documents subject to the protective order to be filed under seal must be accompanied by a written request which complies with Local Rule 141 prior to sealing. The party making a request to file documents under seal shall be required to show good cause for documents attached to a non-dispositive motion or compelling reasons for documents attached to a dispositive motion. *Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-78 (9th Cir. 2009). Within five (5) days of any approved document filed under seal, the party shall file a redacted copy of the sealed document. The redactions shall be narrowly tailored to protect only the information that is confidential or was deemed confidential.

Additionally, the parties shall consider resolving any dispute arising under the protective order according to the Court's informal discovery dispute procedure.

IT IS SO ORDERED.

Dated: **February 23, 2024**

/s/ *Barbara A. McAuliffe*
UNITED STATES MAGISTRATE JUDGE